

1 BILL NO. S-85-07- 15

2 SPECIAL ORDINANCE NO. S- 143-85

3 AN ORDINANCE approving Civil City
4 Purchase Order #A-40693 with Traffic
5 Supply, Inc., for the Traffic En-
6 gineering Department of the City of
7 Fort Wayne, Indiana.

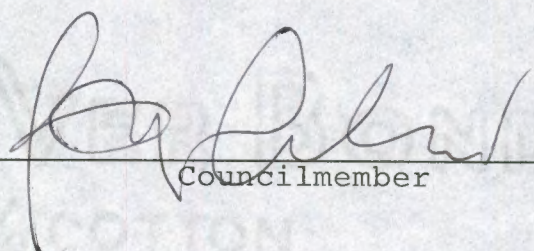
8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That Civil City Purchase Order #A-40693,
11 between the City of Fort Wayne, by and through the Civil City Pur-
12 chasing Agent, and the Department of Purchasing and Traffic
13 Supply, Inc., respectfully for:

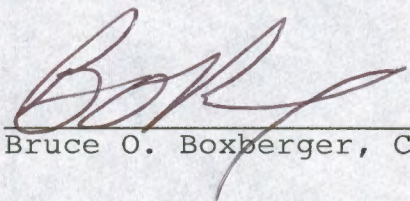
14 the purchase of traffic signal supports
15 for the Traffic Engineering Department
16 per the specifications in Bid Reference
17 #1207;

18 involving a total cost of Twenty-Three Thousand Eight Hundred
19 Twenty-Seven and No/100 Dollars (\$23,827.00.), all as more parti-
20 cularly set forth in said Purchase Order and Bid Reference #1207,
21 which are on file in the Office of the Department of Purchasing,
22 and are by reference incorporated herein, made a part hereof,
23 and are hereby in all things ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage, and any and all necessary
26 approval by the Mayor.

27 
Councilmember

28 APPROVED AS TO FORM
29 AND LEGALITY

30 
31 Bruce O. Boxberger, City Attorney
32

Read the first time in full and on motion by E. Asch,
seconded by Henry, and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____,
19_____, at _____ o'clock _____ M., E.S.T.

DATE:

7-23-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by E. Asch,
seconded by Henry, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	_____	_____	<u>2</u>	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	<u>✓</u>	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	<u>✓</u>	_____

DATE:

8-13-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-143-85

on the 13th day of August, 19 85,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. Asch
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 14th day of August, 19 85,
at the hour of 11:00 o'clock A. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August,
19 85, at the hour of 12:30 o'clock P. M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

A- 40693

DATE 07/17/85

REQ. NO. 00130

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER 0-10-011-OFF-C4-299

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

TRAFFIC ENGINEERING 770
ONE MAIN ST RM 740
FORT WAYNE IN 46802

TRAFFIC SUPPLY COMPANY 0554-01
216 GRADLE DRIVE
CARMEL IN 46032

DELIVER TO: DEPART-
MENT OR DIVISION

TRAFFIC ENG. - SIGNAL SHOP
1730 S. LAFAYETTE
FORT WAYNE IN 46803

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

C040693

CM

N/A

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
1	LST	TAX EXEMPT (UNLESS OTHERWISE INDICATED) PER BID REFERENCE NO. 1207	23827.00	23827.00
		1/EA STANDARD TRAFFIC SIGNAL SUPPORT WITH 20' MAST ARM-----\$1188.00		
		2/EA STANDARD TRAFFIC SIGNAL SUPPORT WITH 25' MAST ARM @1296.00/EA-----\$2592.00		
		2/EA STANDARD TRAFFIC SIGNAL SUPPORT WITH 30' MAST ARM @1922.00/EA-----\$3844.00		
		3/EA STANDARD TRAFFIC SIGNAL SUPPORT WITH 35' MAST ARM @2190.00/EA-----\$6570.00		
		1/EA COMBINATION LIGHT-TRAFFIC SUPPORT WIH 25' TRAFFIC MAST ARM, 35' MOUNTING HEIGHT, 8' SINGLE MEMBER LUMINAIRE ARM (LUMINAIRE ARM BY OTHERS)-----\$1971.00		
		1/EA COMBINATION LIGHT-TRAFFIC SUPPORT WITH 30' TRAFFIC MAST ARM 30' MOUNTING HEIGHT, 8' SINGLE MEMBER LUMINAIRE ARM (LUMINAIRE ARM BY OTHERS)-----\$2330.00		
		2/EA COMBINATION LIGHT-TRAFFIC SUPPORT WITH 35' TRAFFIC MAST ARM, 30' MOUNTING HEIGHT, 12' TRUSS TYPE LUMINAIRE ARM (LUMINAIRE ARM BY OTHERS) @2666.00/EA-----\$5332.00		
		SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO. _____ DATE. _____		
FOR	INFORMATION:	PURCHASING 219-427-1101	TOTAL	23827.00

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.
INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHOR-
IZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER _____

PER _____

BID REFERENCE #1207

TRAFFIC SUPPORTS

TRAFFIC ENGINEERING DEPARTMENT

OPENS: JULY 11, 1985 AT 10:00 A.M.

	STANDARD					COMBINATION		
	20'	25'	30'	35'	25'	30'	35'	TOTAL
PREFERRED PRODUCTS SALES COMPANY	\$1,234.00	\$1,443.00	\$1,962.00	\$2,231.00	\$2,034.00	\$2,401.00	\$2,696.00	\$24,564.00
TRAFFIC SUPPLY INCORPORATED	\$1,188.00	\$1,296.00	\$1,922.00	\$2,190.00	\$1,971.00	\$2,330.00	\$2,666.00	\$23,827.00
ELLIOTT EQUIPMENT CORPORATION	\$1,174.00	\$1,387.00	\$1,893.00	\$2,163.00	\$1,947.00	\$2,315.00	\$2,626.00	\$23,737.00



The City of Fort Wayne

Department of Purchases
Room 940

Reference: Bid No. 1207

In addition to this cover letter, this bid package includes the following:

1. Invitation to Bid - Form DP-2B-5-68. You must complete the name and signature section at the bottom of page one (1).
2. Non-Collusion Affidavit - Form DP-8. Complete this form, sign, and have witnessed.
3. Proposal and Bid Surety Form - if it is required, it must be submitted on the enclosed form. No Substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (←). When submitting a bond as Surety complete the entire form and attach power of attorney.

NOTE: Improper completion or Non-completion of the above forms will disqualify your bid.

4. Specifications.
5. Affirmative Action Program - Bidders will be required to submit or to have on file with the City Equal Employment Office a current written Affirmative Action Program in order for their bids to be accepted. Such Program can be submitted at or subsequent to the bid opening but must be of record in the EEO Office and approved in advance of processing a purchase order for City Council approval. Bidders' Affirmative Action Programs are in effect for the 12-Month period following the date of approval by the City Equal Employment Opportunity Officer.

We ask that you review your bids before they are forwarded to us. No bid can be altered or added to after the designated bid opening time. If you have any questions regarding the bid and/or filling out the bid forms, please feel free to call the Purchasing Department at (219) 427-1101.

Carol J. Offerle
Department of Purchases

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.

Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five Hundred Dollars (\$500.00). The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of

NOT REQUIRED

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of 0 per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFFIC ENGINEERING

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

CITY OF FORT WAYNE TRAFFIC ENGINEERING DEPARTMENT

SPECIFICATIONS FOR STANDARD TRAFFIC SUPPORTS

Standard Traffic Supports

Each traffic mast arm shall be a truss type with tapered tube members of aluminum alloy 6063-T6. Both members shall be of one-piece construction and shall be ovalized in the horizontal plane. Both the upper and lower members shall be attached to the pole shaft with cast bands of aluminum alloy 356-T6. The attachment shall be made at each member by means of stainless steel bolts, nuts, and lockwashers. A 1 1/4" grommated wiring hole shall be furnished in the upper arm member approximately 6" from the shaft. A 2" pipe size slipfitter tenon, 6" long shall be provided at the end of the mast arm with a 2" unthreaded pipe elbow and a mounting strap for a free swinging end signal.

Each mast arm longer than 15' shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal and a fixed 1-way 3 section 12-12-12 intermediate signal 10' back from the end signal. Mast arms 15' or less shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal. All mast arms shall be furnished with a 1" grommated wiring hole in the upper arm member 11' back from the end signal. All mast arms shall be furnished with a rise, mounting bolts, and cast bands capable of interchangeability with existing aluminum mast arms used by the city.

The shaft shall be a one-piece, seamless, round tapered tube of alloy 6063-T4 conforming to the requirements of ASTM B241 and shall be full-length heat treated after welding on the base flange to produce a T6 temper. The base flange shall be a one-piece cast socket of aluminum alloy 356 and joined to the shaft by means of complete circumferential welds, externally at the top of the flange and internally at the bottom of the shaft tube. The shaft shall be furnished with a 4 x 8 inch reinforced handhole centered 18" above the bottom of the shaft with a 1/2" 13NC threaded grounding nut provided inside the handhole. An ornamental cap and anchor bolt covers of alloy 43 shall be furnished. Stainless steel screws shall be furnished for the attachment of the handhole cover, the cap, and the anchor bolt covers to the shaft.

Each shaft shall be designed to support the required mast arm with the signals specified above and furnished with a minimum 10" O.D. shaft. The shaft shall be non-tapered where the mast arm attaches such that a minimum clearance of 16' 0" can be obtained when the end signal is a 1-way 4 section 12-12-12-12 5' 6" in height with mounting hardware; and such that a maximum clearance of 17' 0" can be obtained when the end signal is a

1-way 3 section 12-12-12 4' 4" in height with mounting hardware. For design assume that the pole foundation is at the same elevation as the roadway beneath the end traffic signal. It shall be possible to make field height adjustments without the use of spacers or other special parts. A 1 1/4" grommated wiring hole shall be provided under the upper member of the mast arm on the shaft such that the field adjustments can be made without covering the hole. The base flange shall be designed for mounting on a 14 1/2" diameter anchor bolt circle.

Standard Combination Light-Traffic Supports

Each combination shaft shall be designed to meet all of the traffic design requirements plus properly support the luminaire arm with the load specified. In addition, if the required mounting height is 30', the shaft shall be designed for a minimum arm length of 15' and drilled to accept either single member or truss member arms without field modifications. Where the mounting height exceeds 30' and/or the traffic signal load exceeds those specified, the shaft shall be designed for the luminaire arm length and traffic signal load specified except luminaire arm shall be a minimum of 8'. A 1 1/4" grommated hole shall be provided at the top of the shaft for wiring the luminaire.

Luminaire arm 8' in length and under shall be of the single member type. Each shall be a spun-tapered tube of alloy 6063-T6 with the tube ovalized with the long dimension in the vertical plane. A wire hole shall be provided in the mounting plate to match the grommated hole in the shaft. All single member arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plate similar to existing Fort Wayne luminaire arms of this type.

Luminaire arms over 8' in length shall be the truss type design with an upper and lower member joined near the luminaire end of the arm and braced with a vertical strut. The upper member shall be the continuous or wiring member and shall be a tapered tube ovalized at the shaft end with the long dimension of the oval in the horizontal plane. A wire hole shall be provided in the upper member mounting plate to match the grommated hole in the shaft. All truss type arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plates similar to existing Fort Wayne luminaire arms of this type.

Combination supports with luminaire arms shall be designed to support a 53 pound luminaire with a projected area of 2.4 square feet and shall be furnished with a 2" pipe size slipfitter tennon at least 6" long.

All Traffic Supports

A wiring compartment shall be furnished under each shaft. It shall be 6" in height and consist of four 6" couplings of alloy 356-17, installed between the foundation and the base flange of the shaft, and a removable two piece aluminum cover. In addition, all required hex bolts, shims, flatwashers and lockwashers shall be furnished. The couplings shall be breakaway type and shall meet the Federal Highway Administrations breakaway criteria as set forth in the FHWA Notice dated November 16, 1970. The couplings shall be designed to fracture in the horizontal plane upon impact. The compartment shall be installed under each shaft except where directed by the Engineer in which case it shall be possible to install the compartment easily in the future. In such instances, the couplings, covers, and hardware shall be properly boxed, marked, and delivered to the Engineer.

All nuts, bolts and washers furnished with the supports shall be Grade 18-8 stainless steel, aluminum alloy 2024-T4 with Alumilite 204 finish or alloy 6061-T6 and shall be interchangeable with existing Fort Wayne aluminum supports.

A set of four ASTM-A576 steel anchor bolts, Grade 1021-1046 with a minimum yield strength of 50,000 psi shall be furnished with each support. The bolts shall have a 1"-8NC rolled thread for a minimum length of 6" produced from rod stock with a mean diameter of $0.908 \pm .011$ ". The threaded end shall be galvanized a minimum of 10" per ASTM-A153 and threads furnished per ASTM-A307 class 2A. Minimum length shall be in accordance with Fort Wayne Standards.

The shafts shall be provided with a satin finish accomplished by mechanical rotary grinding. The arms shall be provided with a satin-etched finish. All materials shall be cleaned and free from dents and unsightly scratches. No surface preparation or painting of any type shall be required at the time of installation. All small parts shall be boxed and marked for identification.

The traffic supports with loads installed shall be designed for safe operation when subjected to an isotach value of 80 mph and a gust velocity of 104 mph using a minimum 1.8 factor of safety based upon the yield strength of the material for maximum combined stresses. The supports shall be designed to handle First and Second Mode vibrations. Where necessary internal vibration dampers shall be furnished installed at the factory. For appearance, the deflection of the shaft shall be limited to a 1 degree 10 minutes rotation or angular deflection of the shaft top when subjected to the deadweight bending moment of the arms with loads as specified.

Where the support manufacturer has conducted wind tunnel tests to determine the drag coefficients on various shapes and data on special loads such as free swinging traffic signals, the test data may be used for support design. Where tests have not been conducted, the manufacturer shall use the drag coefficients shown in Table 1.2.5C of the 1975 AASHTO Standard Specifications and shall calculate free swinging signals as fixed loads. Also the maximum percent of allowable stress shall be 80 instead of 100 for Group I-DL loads as shown in Table 1.2.6-Group Loading.

Upon request, the manufacturer shall furnish sufficient design data to verify the supports meet the breakaway, wind, and deflection requirements. All supports shall meet the requirements without the use of internal sleeves. All shaft O.D.s at point of attachment of arms, wall thicknesses, tapers, heights, drillings, luminaire arms, couplings, and bolts shall be interchangeable with existing Fort Wayne supports.

Special Note

Combination Light-Traffic Supports shall be priced with provisions only for mounting the specified luminaire arm. The luminaire arm specified, will be supplied by others and will not be included in the price of the support.

Delivery

Delivery of all items stated upon the purchase order shall be guaranteed to be completed within twelve (12) weeks after date of purchase order.

Price - Invoicing

Prices shall include all delivery charges. Invoices must be submitted to the using department together with the City's standard claim form.

PRICE SHEET

ELLIOTT EQUIPMENT CORPORATION

8240 Indy Lane

Indianapolis, IN 46224 317-271-3065

Bid NO. 1207

QUANTITY

DESCRIPTION

	<u>PRICE</u>	<u>TOTAL</u>
1	Standard Traffic Signal Support With 20' Mast Arm	1174.00 \$ 1174.00
2	Standard Traffic Signal Support With 25' Mast Arm	1387.00 \$ 2774.00
2	Standard Traffic Signal Support With 30' Mast Arm	1893.00 \$ 3786.00
3	Standard Traffic Signal Support With 35' Mast Arm	2163.00 \$ 6489.00
1	Combination Light-Traffic Support With 25' Traffic Mast Arm, 35' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	1947.00 \$ 1947.00
1	Combination Light-Traffic Support With 30' Traffic Mast Arm, 30' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	2315.00 \$ 2315.00
2	Combination Light-Traffic Support With 35' Traffic Mast Arm, 30' Mounting Height, 12' Truss-Type Luminaire Arm (Luminaire Arm By Others)	2626.00 \$ 5252.00

TOTAL BID: \$ 23,737.00

DELIVERY TIME: 10 to 12 wks after
approval of shop drawings

We are bidding HAPCO brand poles

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1207
BID DATE: 7/11/85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits _____ percent (_____ %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. ELLIOTT EQUIPMENT CORP	Supplier of traffic signals, controllers, signal
2. a Certified WBE	hardware, paint spray equipment, fluid handling
	systems
3.	
4.	

Submitted on: July 11, 19845

By ELLIOTT EQUIPMENT CORP
(Company Name)

(Name & Title of Person Authorized to sign)

Business Address: 8240 Indy Lane
Indpls, IN 46224

Phone Number: 317 - 271 3065

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Marion COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



Milton F. Johnston

Bidder or Agent


For ELLIOTT EQUIPMENT CORPORATION

Firm or Corporation

Subscribed and sworn to before me this 2nd day of July, 1985

My Commission Expires

Sept 28, 1986



Barbara K. Elliott
NOTARY PUBLIC - MARION Co.

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five Hundred & no/100

(\$500.00)

Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

_____ Dollars
on _____ Bank
of _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Kathy R. Caber

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

ELLIOTT EQUIPMENT CORPORATION

Name of Bidder—Print or Type

By *[Signature]* V.P.

Signature of Person Authorized to Sign

Title

8240 Indy Lane

Street Name and Number

Indianapolis, Indiana 46224

City, State and Zip Code

Date July 11, 1985

SEE COVER LETTER

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Name of Company—Print or Type

Incorporated In the State of: Maryland

P.O. Box 44049

Address Indianapolis, Indiana 46241

By *[Signature]*

SURETY

Witnessed by:

Rhonda S. Burwell

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jan L. Jacobs, William E. Frick, Jr. and Steven E. Wolf, all of Indianapolis, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jan L. Jacobs, et al, dated, February 14, 1977.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of April, A.D. 19 82.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

Assistant Secretary

By

C M Pecot Jr

Vice-President

STATE OF MARYLAND } SS:
CITY OF BALTIMORE }

On this 26th day of April, A.D. 19 82, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this

11th day of July, 19 85

[Signature]
Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101

DEPARTMENT OF PURCHASES

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department TRAFFIC ENGINEERING DEPARTMENT
or Division ONE MAIN STREET

Address FORT WAYNE, INDIANA 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing JULY 11, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 24508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		STANDARD TRAFFIC SUPPORTS PER THE ATTACHED SPECIFICATIONS.		\$24564.00
		AFFIRMATIVE ACTION: On File <input checked="" type="checkbox"/> Attached <input type="checkbox"/>		

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☐ NO ☒ YES

Terms 1 % cash discount if paid within 15 days from delivery and acceptance of goods or completion of services
net 30 days

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 15 days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidder furnish the information requested above.

Sign Here:

Preferred Products Sales Co.

Name of Company Preferred Products Sales Co.

For William D. Joiner Title owner

Address 3205 Devereaux Drive

Indianapolis, IN 46208

Page 1 of 22

Ref. No. 1207

Date June 21, 1985

Date wanted July 11, 1985

Fund
Appropriation No. _____

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
2. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certified from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infractions and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a Bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date _____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.
 Date _____ as follows:
 Board-Commissioner Dept. of Purchasing, etc.
 Rejected

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five Hundred Dollars (\$500.00). The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of

NOT REQUIRED

The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, its officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of 0 per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFFIC ENGINEERING

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

i. XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

CITY OF FORT WAYNE TRAFFIC ENGINEERING DEPARTMENT

SPECIFICATIONS FOR STANDARD TRAFFIC SUPPORTS

Standard Traffic Supports

Each traffic mast arm shall be a truss type with tapered tube members of aluminum alloy 6063-T6. Both members shall be of one-piece construction and shall be ovalized in the horizontal plane. Both the upper and lower members shall be attached to the pole shaft with cast bands of aluminum alloy 356-T6. The attachment shall be made at each member by means of stainless steel bolts, nuts, and lockwashers. A 1 1/4" grommated wiring hole shall be furnished in the upper arm member approximately 6" from the shaft. A 2" pipe size slipfitter tenon, 6" long shall be provided at the end of the mast arm with a 2" unthreaded pipe elbow and a mounting strap for a free swinging end signal.

Each mast arm longer than 15' shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal and a fixed 1-way 3 section 12-12-12 intermediate signal 10' back from the end signal. Mast arms 15' or less shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal. All mast arms shall be furnished with a 1" grommated wiring hole in the upper arm member 11' back from the end signal. All mast arms shall be furnished with a rise, mounting bolts, and cast bands capable of interchangeability with existing aluminum mast arms used by the city.

The shaft shall be a one-piece, seamless, round tapered tube of alloy 6063-T4 conforming to the requirements of ASTM B241 and shall be full-length heat treated after welding on the base flange to produce a T6 temper. The base flange shall be a one-piece cast socket of aluminum alloy 356 and joined to the shaft by means of complete circumferential welds, externally at the top of the flange and internally at the bottom of the shaft tube. The shaft shall be furnished with a 4 x 8 inch reinforced handhole centered 18" above the bottom of the shaft with a 1/2" 13NC threaded grounding nut provided inside the handhole. An ornamental cap and anchor bolt covers of alloy 43 shall be furnished. Stainless steel screws shall be furnished for the attachment of the handhole cover, the cap, and the anchor bolt covers to the shaft.

Each shaft shall be designed to support the required mast arm with the signals specified above and furnished with a minimum 10" O.D. shaft. The shaft shall be non-tapered where the mast arm attaches such that a minimum clearance of 16' 0" can be obtained when the end signal is a 1-way 4 section 12-12-12-12 5' 6" in height with mounting hardware; and such that a maximum clearance of 17' 0" can be obtained when the end signal is a

1-way 3 section 12-12-12 4' 4" in height with mounting hardware. For design assume that the pole foundation is at the same elevation as the roadway beneath the end traffic signal. It shall be possible to make field height adjustments without the use of spacers or other special parts. A 1 1/4" grommated wiring hole shall be provided under the upper member of the mast arm on the shaft such that the field adjustments can be made without covering the hole. The base flange shall be designed for mounting on a 14 1/2" diameter anchor bolt circle.

Standard Combination Light-Traffic Supports

Each combination shaft shall be designed to meet all of the traffic design requirements plus properly support the luminaire arm with the load specified. In addition, if the required mounting height is 30', the shaft shall be designed for a minimum arm length of 15' and drilled to accept either single member or truss member arms without field modifications. Where the mounting height exceeds 30' and/or the traffic signal load exceeds those specified, the shaft shall be designed for the luminaire arm length and traffic signal load specified except luminaire arm shall be a minimum of 8'. A 1 1/4" grommated hole shall be provided at the top of the shaft for wiring the luminaire.

Luminaire arm 8' in length and under shall be of the single member type. Each shall be a spun-tapered tube of alloy 6063-T6 with the tube ovalized with the long dimension in the vertical plane. A wire hole shall be provided in the mounting plate to match the grommated hole in the shaft. All single member arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plate similar to existing Fort Wayne luminaire arms of this type.

Luminaire arms over 8' in length shall be the truss type design with an upper and lower member joined near the luminaire end of the arm and braced with a vertical strut. The upper member shall be the continuous or wiring member and shall be a tapered tube ovalized at the shaft end with the long dimension of the oval in the horizontal plane. A wire hole shall be provided in the upper member mounting plate to match the grommated hole in the shaft. All truss type arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plates similar to existing Fort Wayne luminaire arms of this type.

Combination supports with luminaire arms shall be designed to support a 53 pound luminaire with a projected area of 2.4 square feet and shall be furnished with a 2" pipe size slipfitter tennon at least 6" long.

All Traffic Supports

A wiring compartment shall be furnished under each shaft. It shall be 6" in height and consist of four 6" couplings of alloy 356-17, installed between the foundation and the base flange of the shaft, and a removable two piece aluminum cover. In addition, all required hex bolts, shims, flatwashers and lockwashers shall be furnished. The couplings shall be breakaway type and shall meet the Federal Highway Administrations breakaway criteria as set forth in the FHWA Notice dated November 16, 1970. The couplings shall be designed to fracture in the horizontal plane upon impact. The compartment shall be installed under each shaft except where directed by the Engineer in which case it shall be possible to install the compartment easily in the future. In such instances, the couplings, covers, and hardware shall be properly boxed, marked, and delivered to the Engineer.

All nuts, bolts and washers furnished with the supports shall be Grade 18-8 stainless steel, aluminum alloy 2024-T4 with Alumilite 204 finish or alloy 6061-T6 and shall be interchangeable with existing Fort Wayne aluminum supports.

A set of four ASTM-A576 steel anchor bolts, Grade 1021-1046 with a minimum yield strength of 50,000 psi shall be furnished with each support. The bolts shall have a 1"-8NC rolled thread for a minimum length of 6" produced from rod stock with a mean diameter of $0.908 \pm .011$ ". The threaded end shall be galvanized a minimum of 10" per ASTM-A153 and threads furnished per ASTM-A307 class 2A. Minimum length shall be in accordance with Fort Wayne Standards.

The shafts shall be provided with a satin finish accomplished by mechanical rotary grinding. The arms shall be provided with a satin-etched finish. All materials shall be cleaned and free from dents and unsightly scratches. No surface preparation or painting of any type shall be required at the time of installation. All small parts shall be boxed and marked for identification.

The traffic supports with loads installed shall be designed for safe operation when subjected to an isotach value of 80 mph and a gust velocity of 104 mph using a minimum 1.8 factor of safety based upon the yield strength of the material for maximum combined stresses. The supports shall be designed to handle First and Second Mode vibrations. Where necessary internal vibration dampers shall be furnished installed at the factory. For appearance, the deflection of the shaft shall be limited to a 1 degree 10 minutes rotation or angular deflection of the shaft top when subjected to the deadweight bending moment of the arms with loads as specified.

Where the support manufacturer has conducted wind tunnel tests to determine the drag coefficients on various shapes and data on special loads such as free swinging traffic signals, the test data may be used for support design. Where tests have not been conducted, the manufacturer shall use the drag coefficients shown in Table 1.2.5C of the 1975 AASHTO Standard Specifications and shall calculate free swinging signals as fixed loads. Also the maximum percent of allowable stress shall be 80 instead of 100 for Group I-DL loads as shown in Table 1.2.6-Group Loading.

Upon request, the manufacturer shall furnish sufficient design data to verify the supports meet the breakaway, wind, and deflection requirements. All supports shall meet the requirements without the use of internal sleeves. All shaft O.D.s at point of attachment of arms, wall thicknesses, tapers, heights, drillings, luminaire arms, couplings, and bolts shall be interchangeable with existing Fort Wayne supports.

Special Note

Combination Light-Traffic Supports shall be priced with provisions only for mounting the specified luminaire arm. The luminaire arm specified, will be supplied by others and will not be included in the price of the support.

Delivery

Delivery of all items stated upon the purchase order shall be guaranteed to be completed within twelve (12) weeks after date of purchase order.

Price - Invoicing

Prices shall include all delivery charges. Invoices must be submitted to the using department together with the City's standard claim form.

PRICE SHEET

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>TOTAL</u>
1	Standard Traffic Signal Support With 20' Mast Arm	<u>\$1234.00</u>	<u>\$ 1,234.00</u>
2	Standard Traffic Signal Support With 25' Mast Arm	<u>1443.00</u>	<u>\$ 2,886.00</u>
2	Standard Traffic Signal Support With 30' Mast Arm	<u>1962.00</u>	<u>\$ 3,924.00</u>
3	Standard Traffic Signal Support With 35' Mast Arm	<u>2231.00</u>	<u>\$ 6,693.00</u>
1	Combination Light-Traffic Support With 25' Traffic Mast Arm, 35' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	<u>2034.00</u>	<u>\$ 2,034.00</u>
1	Combination Light-Traffic Support With 30' Traffic Mast Arm, 30' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	<u>2401.00</u>	<u>\$ 2,401.00</u>
2	Combination Light-Traffic Support With 35' Traffic Mast Arm, 30' Mounting Height, 12' Truss-Type Luminaire Arm (Luminaire Arm By Others)	<u>2696.00</u>	<u>\$ 5,392.00</u>
	TOTAL BID:		<u>\$ 24,564.00</u>
	DELIVERY TIME:	<u>11-12 ARO</u>	

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1207
BID DATE:

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits percent (%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

Name of FirmType of Work

- 1.
- 2.
- 3.
- 4.

Submitted on: , 1984

By
(Company Name)

(Name & Title of Person Authorized
to sign)

Business Address:

Phone Number:

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} SS:
--Marion----- COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

William D. Johnson
Bidder or Agent

For Preferred Products Sales Co.
Firm or Corporation

Subscribed and sworn to before me this 3rd day of July, 1985

My Commission Expires

3/11/89

Grace A. Hess

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees. If this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of _____

_____ Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☒

Cashiers ☐

Check No. 2824-077108 in the sum of \$ 500.00

Five hundred and no/100 _____

on Merchants National Bank & Trust Company _____

of Indianapolis, Indiana _____

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Grace A. Huss

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Preferred Products Sales Co.

Name of Bidder—Print or Type

By

William C. Johnson

Signature of Person Authorized to Sign

Title owner

3205 Devereaux Drive

Street Name and Number

Indianapolis, IN 46208

City, State and Zip Code

Date July 3, 1985

SEE COVER LETTER

Witnessed by:

SURETY

Name of Company — Print or Type

Incorporated

In the State of:

Address

By

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.*

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101

DEPARTMENT OF PURCHASESAddress Room 940, Number One Main St., Ft. Wayne, Ind. 46802**REQUIRED FOR DELIVERY TO:**

Department or Division TRAFFIC ENGINEERING DEPARTMENT
ONE MAIN STREET

Address FORT WAYNE, INDIANA 46802**RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE**

Closing Time of Bids JULY 11, 1985 AT 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 14164. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 22Ref. No. 1207Date June 21, 1985Date wanted July 11, 1985

Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		STANDARD TRAFFIC SUPPORTS PER THE ATTACHED SPECIFICATIONS.		\$ 23,827.00
AFFIRMATIVE ACTION: On File _____ Attached <input checked="" type="checkbox"/>				

Bid Bond required ☐ NO ☒ YES \$500.00 Performance Bond ☒ NO ☐ YES ☐ NO
 See instruction item No. 18 on reverse side hereof.

Terms — % cash discount if paid within — days from delivery and acceptance of goods or completion of services

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 80-90 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidder furnish the information requested above.

Sign Here:

Traffic Supply, Inc.
 Name of Company
 For Mary A. Tshin Title President
 Address 216 Gladle Dr., Carmel, Ind. 46032

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certified from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided are set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance as final destination as from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law as to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2816-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

AS FOLLOWS:

AS FOLLOWS:

Date

Board-Commissioner Dept. of Purchasing, etc.

Board-Commissioner Dept. of Purchasing, etc.

Rejected

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

DEPARTMENT OF PURCHASES
ROOM 940, ONE MAIN STREET
FORT WAYNE, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

CAROL OFFERLE (219) 427-1101

DIRECTOR OF PURCHASING

WALT STOUT (219) 427-1172

DIRECTOR OF TRAFFIC ENGINEERING

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

CITY OF FORT WAYNE TRAFFIC ENGINEERING DEPARTMENT

SPECIFICATIONS FOR STANDARD TRAFFIC SUPPORTS

Standard Traffic Supports

Each traffic mast arm shall be a truss type with tapered tube members of aluminum alloy 6063-T6. Both members shall be of one-piece construction and shall be ovalized in the horizontal plane. Both the upper and lower members shall be attached to the pole shaft with cast bands of aluminum alloy 356-T6. The attachment shall be made at each member by means of stainless steel bolts, nuts, and lockwashers. A 1 1/4" grommated wiring hole shall be furnished in the upper arm member approximately 6" from the shaft. A 2" pipe size slipfitter tenon, 6" long shall be provided at the end of the mast arm with a 2" unthreaded pipe elbow and a mounting strap for a free swinging end signal.

Each mast arm longer than 15' shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal and a fixed 1-way 3 section 12-12-12 intermediate signal 10' back from the end signal. Mast arms 15' or less shall be designed to support a free swinging 1-way 4 section 12-12-12-12 end signal. All mast arms shall be furnished with a 1" grommated wiring hole in the upper arm member 11' back from the end signal. All mast arms shall be furnished with a rise, mounting bolts, and cast bands capable of interchangeability with existing aluminum mast arms used by the city.

The shaft shall be a one-piece, seamless, round tapered tube of alloy 6063-T4 conforming to the requirements of ASTM B241 and shall be full-length heat treated after welding on the base flange to produce a T6 temper. The base flange shall be a one-piece cast socket of aluminum alloy 356 and joined to the shaft by means of complete circumferential welds, externally at the top of the flange and internally at the bottom of the shaft tube. The shaft shall be furnished with a 4 x 8 inch reinforced handhole centered 18" above the bottom of the shaft with a 1/2" 13NC threaded grounding nut provided inside the handhole. An ornamental cap and anchor bolt covers of alloy 43 shall be furnished. Stainless steel screws shall be furnished for the attachment of the handhole cover, the cap, and the anchor bolt covers to the shaft.

Each shaft shall be designed to support the required mast arm with the signals specified above and furnished with a minimum 10" O.D. shaft. The shaft shall be non-tapered where the mast arm attaches such that a minimum clearance of 16' 0" can be obtained when the end signal is a 1-way 4 section 12-12-12-12 5' 6" in height with mounting hardware; and such that a maximum clearance of 17' 0" can be obtained when the end signal is a

1-way 3 section 12-12-12 4' 4" in height with mounting hardware. For design assume that the pole foundation is at the same elevation as the roadway beneath the end traffic signal. It shall be possible to make field height adjustments without the use of spacers or other special parts. A 1 1/4" grommated wiring hole shall be provided under the upper member of the mast arm on the shaft such that the field adjustments can be made without covering the hole. The base flange shall be designed for mounting on a 14 1/2" diameter anchor bolt circle.

Standard Combination Light-Traffic Supports

Each combination shaft shall be designed to meet all of the traffic design requirements plus properly support the luminaire arm with the load specified. In addition, if the required mounting height is 30', the shaft shall be designed for a minimum arm length of 15' and drilled to accept either single member or truss member arms without field modifications. Where the mounting height exceeds 30' and/or the traffic signal load exceeds those specified, the shaft shall be designed for the luminaire arm length and traffic signal load specified except luminaire arm shall be a minimum of 8'. A 1 1/4" grommated hole shall be provided at the top of the shaft for wiring the luminaire.

Luminaire arm 8' in length and under shall be of the single member type. Each shall be a spun-tapered tube of alloy 6063-T6 with the tube ovalized with the long dimension in the vertical plane. A wire hole shall be provided in the mounting plate to match the grommated hole in the shaft. All single member arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plate similar to existing Fort Wayne luminaire arms of this type.

Luminaire arms over 8' in length shall be the truss type design with an upper and lower member joined near the luminaire end of the arm and braced with a vertical strut. The upper member shall be the continuous or wiring member and shall be a tapered tube ovalized at the shaft end with the long dimension of the oval in the horizontal plane. A wire hole shall be provided in the upper member mounting plate to match the grommated hole in the shaft. All truss type arms shall be interchangeable and furnished with a rise, mounting bolts, and mounting plates similar to existing Fort Wayne luminaire arms of this type.

Combination supports with luminaire arms shall be designed to support a 53 pound luminaire with a projected area of 2.4 square feet and shall be furnished with a 2" pipe size slipfitter tennon at least 6" long.

All Traffic Supports

A wiring compartment shall be furnished under each shaft. It shall be 6" in height and consist of four 6" couplings of alloy 356-17, installed between the foundation and the base flange of the shaft, and a removable two piece aluminum cover. In addition, all required hex bolts, shims, flatwashers and lockwashers shall be furnished. The couplings shall be breakaway type and shall meet the Federal Highway Administrations breakaway criteria as set forth in the FHWA Notice dated November 16, 1970. The couplings shall be designed to fracture in the horizontal plane upon impact. The compartment shall be installed under each shaft except where directed by the Engineer in which case it shall be possible to install the compartment easily in the future. In such instances, the couplings, covers, and hardware shall be properly boxed, marked, and delivered to the Engineer.

All nuts, bolts and washers furnished with the supports shall be Grade 18-8 stainless steel, aluminum alloy 2024-T4 with Alumilite 204 finish or alloy 6061-T6 and shall be interchangeable with existing Fort Wayne aluminum supports.

A set of four ASTM-A576 steel anchor bolts, Grade 1021-1046 with a minimum yield strength of 50,000 psi shall be furnished with each support. The bolts shall have a 1"-8NC rolled thread for a minimum length of 6" produced from rod stock with a mean diameter of $0.908 \pm .011$ ". The threaded end shall be galvanized a minimum of 10" per ASTM-A153 and threads furnished per ASTM-A307 class 2A. Minimum length shall be in accordance with Fort Wayne Standards.

The shafts shall be provided with a satin finish accomplished by mechanical rotary grinding. The arms shall be provided with a satin-etched finish. All materials shall be cleaned and free from dents and unsightly scratches. No surface preparation or painting of any type shall be required at the time of installation. All small parts shall be boxed and marked for identification.

The traffic supports with loads installed shall be designed for safe operation when subjected to an isotach value of 80 mph and a gust velocity of 104 mph using a minimum 1.8 factor of safety based upon the yield strength of the material for maximum combined stresses. The supports shall be designed to handle First and Second Mode vibrations. Where necessary internal vibration dampers shall be furnished installed at the factory. For appearance, the deflection of the shaft shall be limited to a 1 degree 10 minutes rotation or angular deflection of the shaft top when subjected to the deadweight bending moment of the arms with loads as specified.

Where the support manufacturer has conducted wind tunnel tests to determine the drag coefficients on various shapes and data on special loads such as free swinging traffic signals, the test data may be used for support design. Where tests have not been conducted, the manufacturer shall use the drag coefficients shown in Table 1.2.5C of the 1975 AASHTO Standard Specifications and shall calculate free swinging signals as fixed loads. Also the maximum percent of allowable stress shall be 80 instead of 100 for Group I-DL loads as shown in Table 1.2.6-Group Loading.

Upon request, the manufacturer shall furnish sufficient design data to verify the supports meet the breakaway, wind, and deflection requirements. All supports shall meet the requirements without the use of internal sleeves. All shaft O.D.s at point of attachment of arms, wall thicknesses, tapers, heights, drillings, luminaire arms, couplings, and bolts shall be interchangeable with existing Fort Wayne supports.

Special Note

Combination Light-Traffic Supports shall be priced with provisions only for mounting the specified luminaire arm. The luminaire arm specified, will be supplied by others and will not be included in the price of the support.

Delivery

Delivery of all items stated upon the purchase order shall be guaranteed to be completed within twelve (12) weeks after date of purchase order.

Price - Invoicing

Prices shall include all delivery charges. Invoices must be submitted to the using department together with the City's standard claim form.

PRICE SHEET

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>TOTAL</u>
1	Standard Traffic Signal Support With 20' Mast Arm	<u>1188⁰⁰</u>	<u>\$ 1188.00</u>
2	Standard Traffic Signal Support With 25' Mast Arm	<u>1296⁰⁰</u>	<u>\$ 2592.00</u>
2	Standard Traffic Signal Support With 30' Mast Arm	<u>1922⁰⁰</u>	<u>\$ 3844.00</u>
3	Standard Traffic Signal Support With 35' Mast Arm	<u>2190⁰⁰</u>	<u>\$ 6570.00</u>
1	Combination Light-Traffic Support With 25' Traffic Mast Arm, 35' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	<u>1971⁰⁰</u>	<u>\$ 1971.00</u>
1	Combination Light-Traffic Support With 30' Traffic Mast Arm, 30' Mounting Height, 8' Single Member Luminaire Arm (Luminaire Arm By Others)	<u>2330⁰⁰</u>	<u>\$ 2330.00</u>
2	Combination Light-Traffic Support With 35' Traffic Mast Arm, 30' Mounting Height, 12' Truss-Type Luminaire Arm (Luminaire Arm By Others)	<u>2666⁰⁰</u>	<u>\$ 5332.00</u>
TOTAL BID:			<u>\$ 23,827.00</u>
DELIVERY TIME:		<u>10-12 Weeks</u>	

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1207
BID DATE: 7/11/85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits percent (%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. <u>None</u>	
2.	
3.	
4.	

Submitted on: July 5, 198⁵

By Trakti Supply Inc.
(Company Name)

Floyd A. Tlomi Jr., Pres.
(Name & Title of Person Authorized to sign)

Business Address: 216 Gradle Dr.

Carmel, In, 46032

Phone Number: 317/844-6560

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Hamilton COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Wayne A. Blair Jr.

 President

 Bidder or Agent

For Traffic Supply Inc.

 Firm or Corporation

Subscribed and sworn to before me this 5th day of July, 1985

My Commission Expires

March 1, 1987

Marjorie A. Kline

MARJORIE A KLINE
 NOTARY PUBLIC STATE OF INDIANA
 HAMILTON CO
 MY COMMISSION EXPIRES MAR 1 1987
 ISSUED THRU INDIANA NOTARY ASSOC.

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder. To furnish pole materials.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five hundred and no/100-----(\$500.00)

to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

_____ Dollars,
on _____ Bank

of _____
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Daniel J. Thompson

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

TRAFFIC SUPPLY, INC.

Name of Bidder—Print or Type

By

Floyd Kline
Signature of Person Authorized to Sign

Floyd Kline

Title President

216 Gradle Drive

Street Name and Number

Carmel, IN 46032

City, State and Zip Code

Date July 11, 1985

SEE COVER LETTER

RELIANCE INSURANCE COMPANY

Name of Company — Print or Type

Incorporated Pennsylvania

In the State of: P. O. Box 55811

Address Indianapolis, IN 46205

By

Donald D. [Signature]
Donald D. [Signature] on this line

Witnessed by:

Patty L. Aust

Patty L. Aust

SURETY

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Herbert J. Spier, Jr., John S. Null, Judy A. Lamm, Donald R. Brown and Cynthia St. John, individually, of Indianapolis, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 25th day of September, 1984.



RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 25th day of September, 1984, personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 24, 1986



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 11th day of July, 1985



Assistant Secretary James F. Marckstein

17085

DIGEST SHEET

1-85-07-15

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the purchase of traffic signal supports for the Traffic Engineering Department per the specifications in Bid Reference #1207.

EFFECT OF PASSAGE: The purchase of traffic signal supports will assure the proper installation of traffic signals at certain locations so as to satisfy the traffic requirements and regulations established by the State of Indiana. The safety of motorist and pedestrians will be greatly improved.

EFFECT OF NON-PASSAGE: Inadequate or improper installation of these traffic signals would result in confusion on the motorist part thus causing traffic delay, congestion and potential traffic accidents.

MONEY INVOLVED (Direct costs, Expenditures, Savings):
Traffic Supply, Inc. - \$23,827.00

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-07-15

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City

Purchase Order #A-40693 with Traffic Supply, Inc., of the Traffic Engineer-
ing Department of the City of Fort Wayne, IN

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

NO

BEN A. EISBART
CHAIRMAN

JANET G. BRADBURY
VICE CHAIRWOMAN

SAMUEL J. TALARICO

THOMAS C. HENRY

JAMES S. STIER

CONCURRED IN 8-13-85

SANDRA E. KENNEDY
CITY CLERK